

TFC Contract No. 18-002-000
Amendment No. 4
HBA Parking System, Inc.
RFP No. 303-7-01198

**AMENDMENT NO. 4
TO THE CONTRACT FOR
PARKING SERVICES
(REVENUE SHARING MODEL)
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
HBA PARKING SYSTEM, INC.**

THIS AMENDMENT NO. 4 is entered into by and between the **Texas Facilities Commission** (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, and **HBA Parking System, Inc.**, located at 209 W. 9th Street, Suite B103, Austin, Texas 78701 (hereinafter referred to as "Contractor") (hereinafter collectively referred to as the "Parties") to amend the original Contract for Parking Services (Revenue Sharing Model), as amended (hereinafter referred to as the "Contract").

WHEREAS, on September 1, 2017, the Parties entered into that one certain *Contract for Parking Services (Revenue Sharing Model)*, TFC Contract No. 18-002-000 (hereinafter referred to as the "Contract"); and

WHEREAS, on August 31, 2018, TFC exercised its option to renew the Contract for the first of four (4), one (1) year periods; and

WHEREAS, on July 17, 2019, TFC exercised its option to renew the Contract for the second of four (4), one (1) year periods; and

WHEREAS, on September 1, 2020, TFC exercised its option to renew the Contract for the third of four (4), one (1) year periods; and

WHEREAS, TFC and Contractor desire to amend the Contract and terms and provisions related thereto for the limited purpose of making available temporary parking in Garage B, Garage E, and Garage R as set out herein (hereinafter referred to as "Daily Temporary Parking Program");

NOW, THEREFORE, the Parties amend the Contract as follows:

1. **TEMPORARY PARKING.** Notwithstanding anything in the Contract as previously amended to the contrary, it is agreed as follows:

1.1 One Hundred (100) parking spaces in Garage B are currently available for daily parking by contractors, their respective agents, servants and employees, and construction workers.

1.2 Fifty (50) parking spaces in Garage E are currently available for daily parking by contractors, their respective agents, servants and employees, and construction workers.

1.3 One Hundred (100) parking spaces in Garage R are currently available for daily parking

by contractors, their respective agents, servants and employees, and construction workers.

1.4 Currently available parking spaces in each garage described above have been identified on the roof top and upper levels in areas designated by TFC. TFC and Contractor may adjust the number of spaces that have been identified in each garage based on fluctuations in parking inventory within the Capitol Complex. Contractor is responsible for Daily Temporary Parking Program management which includes processing and distributing the permits, tracking applications, payment receipt and accounting. Contractor is responsible for notifying the Texas Department of Public Safety of vehicles enrolled in the Daily Temporary Parking Program and violations. Failure to park in designated areas may result in enforcement by the Texas Department of Public Safety including parking tickets, booting, disabling, and towing.

2. **WORKING HOURS.** Garage B, Garage E, and Garage R may be utilized by Permittees from 5:00 a.m. until 6:00 p.m., Monday thru Friday. Permittees must remove their vehicles by 6:00 p.m.

3. **FEES.** Contractor may sell a monthly parking permit to Permittees. Monthly parking fees are \$125.00 per month and may be adjusted as demand or market require by mutual agreement, in writing, signed by TFC and Contractor. Fees are payable in advance for a calendar month and may be prorated by Contractor.

4. **TERMINATION.** Notwithstanding anything in the Contract, as previously amended, to the contrary, it is agreed as follows:

4.1 **Termination with Default.** In addition to any remedies provided in the Contract, TFC may terminate this Amendment No. 4 to the Contract immediately for default by providing written notice to Contractor of such termination if Contractor fails to execute the work properly, performs work in an unsatisfactory manner or fails to perform any provision of this Amendment No. 4 to the Contract. In the event of abandonment or default, Contractor will be responsible for paying damages to TFC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or TFC resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the scope of work is significantly changed.

4.2 **Termination without Default.** In addition to any remedies provided in the Contract, TFC may, at its sole option and discretion, terminate this Amendment No. 4 to the Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice (hereinafter referred to as "Notice of Termination") to Contractor at least ten (10) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by TFC under this subsection, Contractor shall be governed by the terms and conditions and shall perform the acts outlined in the following Section 4.3.

4.3 **Implementation of Termination.** In addition to any remedies provided in the Contract, Contractor shall terminate all work under this Amendment No. 4 to the Contract to the extent and

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on the date specified in the Notice of Termination and until such date shall, to the extent stated in Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary as determined by the Contract Administrator to preserve the work in progress and to protect materials, properties, and equipment. TFC shall pay Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the statement of work in accordance with the prices included in the statement of work.

4.4 Termination by Contractor. In addition to any remedies provided in the Contract, Contractor may terminate this Amendment No. 4 to the Contract upon providing one hundred eighty (180) days written notice to TFC. In the event of termination by Contractor, Contractor shall be governed by the terms and conditions of this Contract and shall perform the acts outlined in Section 2.3(c) above. Contractor will be held responsible for additional cost incurred by TFC from the termination of this Contract, including but not limited to the re-solicitation of the services covered by this Contract.

Except as expressly amended above for the limited purposes set out herein, all provisions, terms and conditions of the Contract, as previously amended, remain in full force and effect.

In Witness Whereof, the parties hereto have made and executed this Amendment No. 4 to the Contract to be effective as of January 1, 2021.

TEXAS FACILITIES COMMISSION

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 By: Mike Novak, Executive Director
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Mike Novak
 Executive Director

Date of Execution: 01/06/2021 | 3:41 PM CST

HBA PARKING SYSTEMS, INC.

DocuSigned by:
 By: Bewketu Ashenafi, President
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Bewketu Ashenafi
 President

Date of Execution: 01/06/2021 | 2:58 PM CST

MGR 

DGC 

COO 